

## **Colorado WIC Program RIGHTS AND RESPONSIBILITIES**

### **Participant Rights:**

If I disagree with any decision that affects my WIC eligibility or WIC benefits, I have 60 days from the date of notice to file an appeal and ask for a Fair Hearing.

Information on how to request a Fair Hearing may be obtained from this WIC Agency or from the Colorado WIC Program at: Colorado Department of Public Health and Environment, WIC Program, 4300 Cherry Creek Drive South, Denver, CO 80246, (303) 692-2400.

Continuation of benefits may be requested pending the outcome of the Fair Hearing appeal. The request for continuation of benefits must be filed within 15 days from the date of this notice. However, benefits cannot be continued beyond a participant's certification period.

In accordance with Federal Law and Department of Agriculture (USDA) policy, this institution is prohibited from discrimination on the basis of race, color, national origin, sex, age, or disability. To file a complaint of discrimination, write USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, D.C. 20250-9410 or call toll free (866) 632-9992 (Voice). Individuals who are hearing impaired or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish). USDA is an equal opportunity provider and employer.

### **Participant Responsibilities:**

- I will notify the WIC clinic if my income changes.
- I know I will be receiving federal assistance. Program officials may verify information I have given. I know that if I don't tell the truth I may not get WIC checks or I may have to pay back money for WIC checks already cashed. I may also be prosecuted under state and federal law.
- I know it is important to keep WIC appointments. If I cannot make an appointment, I will call in advance to reschedule. If I fail to pick up checks two months in a row I know I may be removed from the program.
- I will treat clinic staff and store employees with respect by voicing complaints politely with no verbal or physical abuse.
- I will not sell or try to sell any WIC benefits. I will not return WIC foods for cash, credit or other items, alter or change the WIC check, sell a WIC check, cash checks reported as lost or stolen, use a store not approved by Colorado WIC, get foods not listed on the check or the Allowable Foods List, or cash checks in the wrong month or on dates not listed as valid on the check.
- If I misuse WIC benefits, I may be taken off the WIC program and/or asked to pay back money for WIC checks already cashed.
- If my checks are lost or stolen, I understand that they may not be replaced.
- I will not attempt to get benefits from more than one WIC clinic at a time.
- I understand that one individual cannot get benefits from both WIC and the Commodity Supplemental Food Program (CSFP) at the same time. If I wrongly accept benefits from both programs, I may be asked to pay back money for the WIC checks already cashed.
- I am responsible to ensure that my alternate shopper adheres to these same responsibilities.

### **Statement of Agreement:**

- I understand that I will receive information about food and health.
- I agree to the statements above and know that if they are not followed I may be taken off the program.
- The financial and eligibility information I provided is true to the best of my knowledge.
- I understand when this certification period ends.
- I understand that information collected by WIC may be shared with the following programs:  
Immunization Program, Nurse-Family Partnership, EPSDT Healthy Communities Program, Family Planning Program, Health Care Program For Children with Special Needs, CSFP, Expanded Food and Nutrition Education Program (EFNEP), Head Start (by local agreement), or other WIC Programs.

